



PIONEER CAMPSITE

64739 140TH Avenue • Wabasha, MN 55981

LOGAN CAMPING, INC. SEASONAL LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is made this ___ day of _____, 20__ (the “Effective Date”), between Logan Camping, Inc., a Minnesota corporation located at 64739 140th Avenue, Wabasha, Minnesota 55981 (“Logan Camping”) and _____ (“Tenant”).

1. Lease. Logan Camping agrees to lease to Tenant Site _____ (the “Site”) located in the Pioneer Campsite Resort.
2. Term. The lease term shall be the camping season beginning April 1, 20___, and ending on October 15, 20___.
3. Rent. Tenant shall to pay Logan Camping rent for the Site in the amount of Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars per season (“Rent”). Payment in full is due on or before April 1, 20__.
4. Deposit; Winter Storage of Camper/Trailer. At the time of execution of this Agreement, but in no event later than October 1, 20__, Tenant shall deposit with Logan Camping the sum of Eight Hundred and 00/100 (\$800.00) Dollars to reserve the Site and to allow Tenant to leave Tenant’s camper or trailer on the Site after October 15th (the “Deposit”). The Deposit shall become nonrefundable after October 15, 20__ , unless Tenant shall vacate the Site prior to October 15, 20__ . The Deposit shall be applied to the Rent. Upon payment of the Deposit Tenant may leave Tenant’s camper or trailer on the Site after October 15th. Any of Tenant’s property that is stored on the Site during the term of this Agreement, including during the winter months, is being stored at the sole risk of Tenant. Logan Camping shall not be responsible or liable for any of Tenant’s property that is lost, stolen or damaged in any way. It is Tenant’s sole responsibility to winterize the camper/trailer. All water hoses must be removed from the water line by October 15th.
5. Late Payment; Returned Checks. Tenant will pay Logan Camping an initial \$25.00 late fee for any payments received by Logan Camping after the due date. Tenant will pay an additional \$25.00 for every 30 days the payment is late thereafter. Tenant will pay Logan Camping \$50.00 for any checks returned for insufficient funds. In the event a check is returned to Logan Camping, Tenant hereby agrees to make all future payments to Logan Camping either by cash, money order or cashier’s check.
6. Utilities. In addition to Rent, Tenant shall pay the cost of electric for the Site.
7. Use of Site. The Site will be used by Tenant as a single-family residence (two adults and minor children) only and for uses normally incident to such a residence and for no other purpose. Tenant may not use the Site for business purposes or allow others to use the property without the Tenant present.

8. Pioneer Campsite's Rules and Regulations. Tenant will observe Pioneer Campsite's Rules and Regulations which are in effect from time to time. These Rules and Regulations are available from Logan Camping at any time. Tenant is responsible for informing Tenant's guests, invitees, and family members of Pioneer Campsite's Rules and Regulations. Rules and Regulations include, but are not limited to, the following:

(a) Alcohol is not appreciated. Alcohol is permitted only at Tenant's Site. Excessive alcohol use will not be tolerated. Underage drinking or drug use will be reported to the police and offenders will be banned from the Pioneer Campsite Resort;

(b) Logan Camping reserves the right to terminate Tenant's privileges and remove Tenant and its guests from the Pioneer Campsite Resort without any refund at any time and for any rules violation;

(c) All golf carts must be identified with Tenant's Site number and must provide proof of insurance. Golf carts may only be operated by licensed adults. Motorbikes, minibikes, and 4-wheelers (or other ATVs) may only be driven as transportation on and off campsite grounds;

(d) Tenant and its guests agree to abide by the five mile per hour (5 MPH) speed limit in the Pioneer Campsite Resort;

(e) Tenant shall ensure its Site is equipped with a back flow preventer (known as a Vacuum Breaker-Hose connection) on each outdoor spigot. These are available at Menards (ASSE Standard 1011);

(f) Tenants shall keep all licensed recreational vehicle (RV) tabs current and facing the road, or be taxed as personal property;

(g) Tenant shall keep an up-to-date and operable fire extinguisher on Site;

(f) Tenant shall extinguish campfires before leaving the Site or sleeping, and Tenant shall not burn garbage at the Site;

(g) Firearms, BB guns, bows & arrows, and fireworks are strictly prohibited in the Pioneer Campsite Resort;

(h) Tenant shall keep all pets on leash (no more than six feet (6') in length, clean up after said pet(s), and shall never leave said pet(s) unattended; and

(i) Tenant shall return to Site no later than 11:00 p.m. each night, which is quiet time in the Pioneer Campsite Resort.

9. Acts or Omissions Constituting Default. The following events shall be deemed to be events of default by Tenant under this Agreement:

(a) Tenant's failure to pay Rent or the Deposit in accordance with the terms of this Agreement;

(b) Tenant's failure to perform or comply with any term or condition in this Agreement; or

(c) Tenant's failure to comply with Pioneer Campsite's Rules and Regulations.

10. Logan Camping's Remedies for Default. In the event of default by Tenant, Logan Camping shall have the right to immediately terminate this Agreement and/or to remove any and all property of Tenant's from the Site. Pursuit of termination of this Agreement shall not preclude pursuit of any other remedies provided in this Agreement or provided by law, nor shall pursuit of termination of this Agreement constitute forfeiture or waiver of any payment due to Logan Camping hereunder or any damage accruing to Logan Camping by reason of Tenant's default.

11. Maintenance of the Site. Tenant will throughout the term of this Agreement and any renewals or extensions of it, at Tenant's own expense and risk, maintain the Site (e.g., fireplace, fire pit, fire ring, porch, patio, lawn, landscaping, trash, etc.) and all improvements on the Site in good order, appearance, and condition, including but not limited to making all repairs and replacements necessary to keep the Site and improvements in that condition. Any tree or limb on Tenant's Site that becomes dangerous or poses a threat to any structures which the Logan Camping is unable or decides is unsafe to remove because of Tenant's camper, trailer, boat, garage, shed, carport or other property of Tenant that Logan Camping decides must be removed will become the expense of Tenant unless Tenant is able to move the property so that the tree or limb can be disposed of safely by Logan Camping.

12. Failure to Maintain Site. If Tenant fails to perform its obligation to maintain the Site within a reasonable time after written notice from Logan Camping of the need for repair, improvement or maintenance, Logan Camping may enter the Site and make the repair or improvement or perform the maintenance or Logan Camping may have the repair or improvement made or maintenance performed by another. In either event, Tenant will be responsible to reimburse Logan Camping for the cost of such repair, improvement or maintenance.

13. Alterations to the Property. Tenant shall not alter the Site or any part thereof without first obtaining Logan Camping's written approval of such alteration. For example, all decks must be approved by Logan Camping. Tenant agrees that any improvements to the Site shall become the property of Logan Camping and shall remain upon the Site unless Logan Camping shall elect to require the restoration of the Site to its original condition, in which event Tenant agrees to comply with such requirement prior to the expiration or other termination of this Agreement.

14. Guests. "Guests" means any other person not listed on the signature page of this Agreement. Guests of Tenants are required to register at the Pioneer Campsite office and pay a \$5.00 fee per day and \$10.00 fee for an overnight stay. Tenant must be present at all times during a guest's stay at the Site, and Tenant is solely responsible for the conduct of its guests.

15. Abandonment of Tenant's Property. If at any time Tenant abandons Tenant's Site or property, Logan Camping shall have the right, without notice, to store or otherwise dispose of Tenant's property at Tenant's expense.

16. **RELEASE. TENANT HEREBY AGREES THAT LOGAN CAMPING SHALL NOT IN ANY EVENT BE LIABLE TO TENANT FOR ANY CLAIMS, LOSSES OR DAMAGES OF ANY NATURE, UNLESS SPECIFIED IN THIS AGREEMENT, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE, EVEN IF AS A RESULT OF LOGAN CAMPING'S NEGLIGENCE OR FAULT (EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT) CONNECTED WITH TENANT'S OR ITS GUESTS' USE OR OCCUPANCY OF THE SITE OR THE PIONEER CAMPSITE CAMPGROUND.**

17. **INDEMNIFICATION. TENANT AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY LOGAN CAMPING, INC. FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION BY OTHERS FOR BODILY INJURY, PROPERTY DAMAGE, OR OTHER DAMAGES WHICH MAY ARISE OUT OF, RESULT FROM, OCCUR DURING, OR ARE IN ANY WAY CONNECTED WITH THIS AGREEMENT OR TENANT'S USE OR OCCUPANCY**

OF THE PIONEER CAMPSITE CAMPGROUND, INCLUDING CLAIMS ARISING FROM LOGAN CAMPING, INC.'S NEGLIGENCE OR ANY OTHER PARTY'S NEGLIGENCE.

18. **LIMITATION OF REMEDIES.** TENANT AGREES THAT THE SOLE REMEDIES FOR ANY CLAIM, LOSS OR DAMAGE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR OUT OF TENANT'S USE OR OCCUPANCY OF THE SITE OR THE PIONEER CAMPSITE CAMPGROUND SHALL BE LIMITED TO THE TOTAL AMOUNT OF PAYMENTS TENANT PAID TO LOGAN CAMPING UNDER THIS AGREEMENT.

19. Force Majeure. Logan Camping shall not be deemed in default with respect to Logan Camping's performance of any of the terms or conditions under this Agreement if any failure of Logan Camping's performance shall be due to any restrictions of law, regulations, orders or other governmental directives, labor disputes, war, blockade, strike, lockout, riot, civil commotion, rebellions, invasions, sabotage, epidemic, fire, explosion, accident, flood, storms, acts of God or other similar events.

20. Assignment. This Agreement may not be sold, assigned or transferred by Tenant without prior written approval of Logan Camping.

21. Sale of Camper/Trailer. In the event Tenant intends to sell its camper/trailer while said unit is located on Tenant's Site, Tenant must immediately notify Logan Camping of the possible sale and receive written approval from Logan Camping for the transfer of this Agreement. A transfer fee of Fifty and 00/100 (\$50.00) Dollars shall be paid by the new owner(s) and the new owner(s) shall consent and agree to be bound by the terms and conditions set forth in this Agreement.

22. Attorneys' Fees. If any action at law or in equity becomes necessary to enforce or interpret any term or condition of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and necessary disbursements incurred or made by it in addition to any other relief to which it may become entitled.

23. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action arising out of or relating to this Agreement shall be brought and deemed to arise in Wabasha County, Minnesota, and shall be venued in Wabasha County District Court.

24. Prior Agreements, Understandings and Representations. This Agreement supersedes all prior agreements, understandings and representations between the parties hereto.

25. Modifications. This Agreement cannot be altered, changed or modified except in a writing executed by a duly authorized representative for each of the parties hereto, and the provisions of this Agreement may not be waived by the parties unless that waiver is expressed in writing and signed by a duly authorized representative of each of the parties.

26. Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the respective successors and assigns of the parties to this Agreement.

27. Waiver. Waiver by either party of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of said provision or any other provision of this Agreement.

28. Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the parties' intention is that the Agreement should be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party should be construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have signed and acknowledged this Agreement as of the Effective Date.

LOGAN CAMPSITE, INC.:

ADULT TENANT(S):

LOGAN CAMPSITE, INC.

By: _____

Its: _____

Site Number: _____

Trailer Classification: _____

Adult Tenant(s) Name(s) (Printed): _____

Tenant(s) Address: _____

Telephone: _____ Email(s): _____

Members of Tenant's Family Living in Tenant's Permanent Residence:

_____	_____
_____	_____
_____	_____